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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

INTERNATIONAL MARKETS LIVE,
INC., a New York corporation dba
iMARKETSLIVE;

Plaintiffs,

v.

RAYMOND GLOWER an individual;

Defendants.

Case No.: 2:19-cv-1040

COMPLAINT FOR:

- 1) BREACH OF CONTRACT;
- 2) VIOLATION OF UNIFORM
TRADE SECRETS ACT
- 3) DEFAMATION PER SE;
- 4) TORTIOUS INTERFERENCE
WITH CONTRACTUAL
RELATIONS; and
- 5) TORTIOUS INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE;

COMES NOW, Plaintiff by and through its attorneys, the Law Offices of P. Sterling Kerr, complain and allege against Defendants RAYMOND GLOWER as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff International Markets Live (“IML”) is a New York limited liability company with corporate offices in Las Vegas, NV.

2. Defendant RAYMOND GLOWER is a resident of Illinois.

3. This Court has diversity subject matter jurisdiction of this action. The Court has diversity jurisdiction under 28 U.S.C. § 1332 because no Plaintiffs and Defendants are residents of the same state, and because the amount in controversy, exclusive of interest and costs, exceeds seventy-five thousand dollars (\$75,000.00).

During the term of the Agreement, Company may supply to Independent Affiliates confidential information, including, but not limited to genealogical and Downline reports, customer lists, customer information developed by Company or developed for and on behalf of Company by Independent Affiliates (including, but not limited to, credit data, customer and Independent Affiliate profiles and product purchase information), Independent Affiliate lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to Company and is transmitted to Independent Affiliates in strictest confidence on a “need to know” basis for use solely in Independent Affiliates business with Company. Independent Affiliates must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use this information for any non-company activity directly or indirectly while on Independent Affiliate and thereafter.

11. On or about March 1, 2018, Defendant entered into an IBO Agreement requiring the IBO to agree to IML’s Policies and Procedures.

12. At all times relevant herein, Defendant knew and was aware of the terms of the IML Policies and Procedures, including the prohibitions against recruiting IML IBOs and educators to leave IML, the prohibition against working for a competitor of IML, and the prohibition against providing Confidential Information and intellectual property to anyone outside of IML.

13. Defendant breached the IML Policies and Procedures.

14. Defendant breached his contracts with IML by, among other things, leaving IML and immediately recruiting IML IBOs, educators, and traders.

15. Defendant solicited, recruited, and enticed other IML IBOs and traders away from IML.

16. Defendant intentionally and knowingly bribed, solicited, enticed, and recruited IML IBOs, educators, and traders to leave IML and to work for Defendant.

17. Defendant knowingly, intentionally, and wrongfully took Confidential Information and intellectual property from IML.

18. Defendant knowingly, intentionally, and wrongfully used the Confidential Information and intellectual property he took from IML.

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1 19. Defendant knowingly and intentionally published false statements on social
2 media platforms regarding IML, its employees, and IBOs.

3 20. IML suffered financial harm as a result of Defendant's wrongful conduct.

4 **FIRST CLAIM FOR RELIEF**

5 (Breach of Contract)

6 21. IML incorporates by reference and reaffirms each and every allegation
7 previously asserted as if fully set forth herein.

8 22. Defendant entered into, or otherwise agreed to be, and was bound by a contract
9 with IML.

10 23. At all relevant times herein, IML performed the obligations and duties required
11 of it by the contracts it had between IML and Defendant.

12 24. The Defendant breached his contracts with IML by failing to conform to the
13 terms of his agreement, namely by taking confidential and trade secret information from IML
14 for his personal use.

15 25. The breach of the contract by Defendant has caused damages to IML excess of
16 one million dollars (\$1,000,000.00).

17 26. IML is entitled to its reasonable attorney's fees due to Defendant's breach of
18 the agreement.

19 **SECOND CLAIM FOR RELIEF**

20 (Misappropriation and Violation of Uniform Trade Secrets Act – Nevada Revised Statutes
21 Chapter 600A against all Defendant)

22 27. IML incorporates by reference and reaffirms each and every allegation
23 previously asserted as if fully set forth herein.

24 28. Defendant acquired IML's trade secrets by an improper means, including
25 stealing or misappropriating the trade secrets from IML.

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1 52. Defendant spread false information and used IML's confidential information
2 and trade secrets with the intent of preventing and inhibiting IML's relationships with the
3 prospective customers.

4 53. Defendant's conduct was not legally justified.

5 54. As a direct and proximate result of Defendant's interference with the
6 prospective customer relationships, IML has been harmed in amount in excess of one million
7 dollars (\$1,000,000.00).

8 55. It has been necessary for IML to retain the services of an attorney to prosecute
9 this action and, therefore, IML is entitled to reasonable attorney's fees and costs.

10 WHEREFORE, PLAINTIFF PRAYS FOR
11 THE FOLLOWING RELIEF AGAINST DEFENDANT:

12 1. For Damages in an amount greater than \$1,000,000.00 as a result of Defendant's
13 unlawful actions;

14 2. For injunctive relief to enjoin the Defendant from the following:

- 15 • Defendant shall immediately refrain from using any IML customer list,
16 trademark, trade secret, program information, or any other confidential information
17 and/or materials, including downlines, back-office data, binary options trading
18 software, and binary options trading algorithms;
- 19 • Defendant shall immediately refrain from disclosing any IML customer list,
20 trademark, trade secret, program information, or any other confidential information
21 and/or materials;
- 22 • Defendant shall immediately return any equipment, or other materials,
23 including but not limited to, hard copies of documents and/or data, electronic copies of
24 documents and/or data, emails, and any other material containing or referring to any
25 IML customer list, trademark, trade secret, program information, or any other
26 confidential information and/or materials;

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- Defendant shall immediately refrain from conducting and soliciting any business, accepting any employment by or rendering professional services to, any person or organization that is or was a IML distributor, educator, trader, and/or client, which includes that Defendant shall not conduct business with former IML IBOs, educators, or traders; and
- Defendant shall immediately refrain from soliciting, recruiting, bribing, and/or enticing IML IBOs, educators, and/or traders to violate his contracts with IML and/or misappropriate IML's Confidential Information and/or intellectual property.

3. For an award of pre-judgment interest, as well as reasonable attorneys' fees as both normal and special damages, and other costs; and

4. For such other and further relief that this Court deems just and proper.

Dated this 18th day of June 2019.

LAW OFFICES OF P. STERLING KERR

/s/ P. Sterling Kerr, Esq.

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